

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Council members

**FROM/PHONE:** Bonnie Stafiej, Special Projects Director, 797-1163

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH BEST ROOFING

**REPORT IN BRIEF:** The Town of Davie issued an invitation for companies to bid (B-01-89) for replacement and repairs on a Prefabricated Roof. The intent of the Town staff was to award the bid to the most qualified company. Recently, the Town Council approved staff's recommendation by Resolution R-2001-2222 and authorized the Town Administrator or his designee to negotiate contracts for such services. The recommended company will provide professional Prefabricated Roof Replacement services at a cost of \$65,280.00.

**PREVIOUS ACTIONS:** Recently, the Town Council approved staff's recommendation by Resolution R-2001-2222 and authorized the Town Administrator or his designee to negotiate contracts for such services.

**CONCURRENCES:** N/A

**FISCAL IMPACT:** Prefabricated Roof Replacement services cost is \$65,280.00.

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** 1) Resolution  
2) Exhibit "A" Lease Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING  
THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH THE  
BEST ROOING

WHEREAS, the Town of Davie issued an invitation to bid (B-01-89) for a  
Prefabricated Roofing Repairs ; and

WHEREAS, the intent of the Town staff is to award the bid to the most  
qualified company; and

WHEREAS, the recommended company will provide professional  
Prefabricated Roof Replacement services at a cost of \$65,280.00.

WHEREAS, the Town Council approved staff's recommendation by  
Resolution R-2001-2222 and authorized the Town Administrator or his designee to  
negotiate contracts for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to enter into  
agreements with the University Center for the Performing Arts, which is attached  
hereto as Exhibit "A".

Section 2. That this resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

**AGREEMENT BETWEEN THE TOWN OF DAVIE AND BEST ROOFING FOR  
REPLACEMENT OF PREFABRICATED ROOF**

THIS AGREEMENT, made and entered into the 20 day of November,  
2001, by and between:

TOWN OF DAVIE, FLORIDA  
a municipal corporation  
6591 Orange Drive  
Davie, Florida 33314  
(hereinafter referred to as Town of Davie)

Best Roofing  
201 NW 12 Ave  
Pompano Beach, FL 33069  
(hereinafter referred to as Best Roofing)

WHEREAS, the Town of Davie issued an invitation to bid (B-01-89) for a Prefabricated Roofing Repairs ; and

WHEREAS, the intent of the Town staff is to award the bid to the most qualified company; and

WHEREAS, the recommended company will provide professional Prefabricated Roof Replacement services at a cost of \$65,280.00.

WHEREAS, the Town Council approved staff's recommendation by Resolution R-2001-2222 and authorized the Town Administrator or his designee to negotiate contracts for such services.

NOW, THEREFORE, in consideration of the benefits provided by Best Roofing to the citizens of Davie and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council. However, either party may terminate this Agreement by providing a thirty (30) calendar days written notice.

Contract for  
Replacement of Prefabricated Roof at the Bergeron Arena  
Town of Davie, Florida

Bergeron Rodeo Arena is located at 4271 Davie Road, Davie, Florida.

1. **SCOPE OF WORK:**

Roof is 240' x 300' metal, structure with 35' eave height and column bays at 25' O.C. 120'. Clear span with continuous central ridge vent. With fascia extending 10' from roof on all sides.

- 1) Remove 200 ten foot perimeter panels and replace perimeter panels with new 22ga galvlume R panels, using 2 purlin spacing.
- 2) Remove vinyl batt insulation same distance.
- 3) Remove ridge and round vents.
- 4 Remove sculptured rake edge.
- 5) Replace one section of vinyl batt leaving bottom section without insulation.
- 6) Install new ridge cap and cover for round vent holes, install new sculptured rake.
- 7) Rescrew and caulk entire roof with new fasteners.
- 8) Install new Thermax heavy duty ceiling tile to new panels on existing purlins.

**SCOPE OF SERVICES** is defined by the Town of Davie Bid Specification which is included as part of this contract by reference. Should there be conflicting language between the contract document and the Town's specification, the Town's specification will prevail.

**CONDITIONS**

a) Twenty (20) year or more guarantee required on roofing panels and parts. All construction must meet standards of SFBC. The wind load design of the roof should at minimum meet the Broward County requirements of 120 MPH  $\pm$  10%.

b) Price includes installation.

c) Price includes destination charge to Davie for all materials.

d) Sealed engineering drawings for complete prefabricated roof structure, including anchor bolts, all in accordance with South Florida Building Code, must be submitted for Town approval within 30 days after notice of award of bid.

e) All prices are firm for a period of ninety (90) days from the date that works begins.

f) **BOND** A bid bond in the form of a cashier's check, certified check, treasurer's check, bank draft of any national or state bank (no corporate or personal checks), or

bid bond for the amount of five percent (5%) of the base bid must be submitted with the bid. Best Roofing, must furnish a payment and performance bond in the amount of one hundred percent (100%) of the bid price. Any Performance Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida. At the termination of the contract, the premises must be returned to the Town in a clean and satisfactory condition.

g) PERMITS Best Roofing shall secure and pay for necessary approvals, permits, easements, assessments and charges required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.

**1) ACCESS** Best Roofing shall be permitted to use driveways, and paved areas leading to, or adjacent to, the job site for its equipment . However, equipment may have to be moved nightly to accommodate access to arena for other activities or in the interest of safety.

**2) MATERIALS.** All materials used are stated in the specification and/or Scope of Work. Any and all equipment needed to perform the scope of work is the responsibility of Best Roofing. The Town is not responsible for payment of any equipment or machinery needed to complete this contract.

**3) PONDING WATER** It is understood by owner and/or General Contractor that a Ponding water condition is not indicative of a defective roof system. Positive Drainage is a design goal and is not always achievable. Best Roofing will not be held responsible for a Ponding Water condition that results from a roof structure that is not designed to achieve Positive Drainage as defined by the National Roofing Contractors Association (NRCA). Ponding Water is defined as roof surface that is incompletely drained. Positive Drainage is a drainage condition with additional roof slope provided to ensure drainage or a roof area within 48 hours after a rainfall.

**4) ACTS OF GOD** Best Roofing shall not be responsible for damage to structure or delay due to inclement weather, fires, hurricanes or other causes beyond its reasonable control. However, Best Roofing will be responsible for the safe storage all materials outlined in Scope of Work before during or after situations outlined within this paragraph.

**5) STRUCTURAL SUITABILITY.** Best Roofing assumes full responsibility for furnishing of roofing materials and for providing specifications and recommendations for their proper installation. Best Roofing does not, either itself or through its representatives, practice architecture or engineering and offers no opinion on, and expressly disclaims any responsibility for, the structural soundness of any roof deck on which roofing products may be applied. Opinions of competent structural engineers should be obtained by the Owner and/or General Contractor as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. Best Roofing accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.

**6) ADDITIONAL CHARGES** If items are required in addition to the outlined "Scope of Work", Best Roofing is not authorized to do any additional work with out prior written agreement with the Town of Davie's, Director of Special Projects.

**7) CONSTRUCTION TIME** Roofing job must be completed in a maximum number of 45

working days calendar days after written notice to proceed is given. It is mutually agreed between the parties that time is the essence of this contract, and in the event that construction or work is not complete within the time herein specified, it is agreed that from the compensation otherwise to be paid to the contractor, the owner may retain liquidated damages at a rate of \$1,000.00 per day for each day thereafter, Sundays and holidays included, that the work remains incomplete. Which sum shall represent the actual damages which the owner will have sustained per day by failure of the contractor to complete the work within the time specified, and the sum is not a penalty, being the liquidated damages the owner will have sustained in the event of such default by the contractor.

**8) REMOVAL OF OLD MATERIAL** Best Roofing will be responsible for supplying, maintaining , and emptying dumpsters for construction debris. Construction debris must be removed from walkways and arena grounds daily as not to interfere with evening activities. A schedule of evening activities is enclosed and listed as ATTACHMENT A. At the completion of the project, the contractor is responsible for the dumping and removal of all final construction debris removal of construction equipment, construction materials , and the removal of construction dumpsters.

**9) INSURANCE** Best Roofing shall furnish proof of Worker's Compensation, Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. best Roofing shall carry in force at all times the insurance coverage and the Town will be included as "Additional Insured".

**A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE**

Limits:

Worker's Compensation	-Statutory
Employer Liability	-\$100,000 each accident
Disease	-\$500,000 policy limit
Disease	-\$100,000 each employee

**B. COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage shall provide minimum limits of Liability of \$1,000,000 per occurrence, combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:

Premises/Operations  
Products/Completed Operations  
Contractual Liability  
Independent Contractors

**C. BUSINESS AUTO LIABILITY**

Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for: owned autos, hired autos, non-owned autos.

**D. PROFESSIONAL LIABILITY INSURANCE**

Coverage shall provide minimum limit of liability of \$500,00 per occurrence.

Each policy shall state that the Town will be given fifteen (15) days written notice of any cancellation or material change in any policy. Insurance must be furnished to

the Town's Purchasing Division and notification received of its approval PRIOR TO THE COMMENCEMENT of any work. All insurance coverage shall remain in force during the full duration of the contract. Failure to do so will result in the recommendation to terminate the contract immediately.

**10) PUBLIC ENTITY CRIMES INFORMATION:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0171, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**11) DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**12) INDEMNIFICATION:** The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

**13) CANCELLATION:** The Town will notify Best Roofing in writing should the company fail to reasonably perform services in accordance with the terms and conditions of this contract. If corrective action is not taken upon receipt of the Town's letter, the Town reserves the right to cancel the contract upon thirty (30) days written notification.

**14) SUB-CONTRACTING:** Best Roofing shall notify the Town in writing about sub-contracting any portion of the roof replacement. The bidder shall be responsible for all sub-contractors and they shall abide by all conditions set forth in bid specification.

**15) COMPLIANCE WITH LAWS** Best Roofing shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

**16) VENUE:** Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court

costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

**17) WALK -THROUGH** : Upon completion of the Scope of Work outlined in this contract agreement, Best roofing will conduct a walk-through with the proper Town officials and staff before signing off on job completion.

**18) FINAL PAYMENT**: A purchase order will be issued to Best Roofing for the contractual full payment amount \$65,280. The Town pays in accordance with the Florida Prompt Payment Act (30 day net from the date of the billing).

**19) INFORMATION**: For further information contact Bonnie Stafiej, Special Projects Director at (954) 797-1163.

**20) NOTICES**: All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

TOWN:

Town of Davie

Bonnie Stafiej/Director  
6591 Orange Drive  
Davie, Florida 33314

CORPORATION:

Arnold Goldman  
Best Roofing  
201 NW 12 Ave  
Pompano Beach, FL 33069

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.



Witness:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
BY

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date: \_\_\_\_\_

OWNER

Town of Davie, a Florida  
Municipal Corporation

ATTEST:

\_\_\_\_\_  
Russell Muniz  
Town Clerk

\_\_\_\_\_  
Harry Venis  
Mayor

(Seal)

\_\_\_\_\_  
Tom Willi  
Town Administrator

APPROVED AS TO FORM AND  
CORRECTNESS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Monroe Kiar  
Town Attorney  
Town of Davie

Council Approved: \_\_\_\_\_  
Date

